

**TENNESSEE VALLEY AUTHORITY
NOTICE OF PUBLIC AUCTION**

**KNOXVILLE, TENNESSEE
TVA TRACT NO. XKSF-5**

WHEREAS, in accordance with Section 31 of the Tennessee Valley Authority ("TVA") Act of 1933, as amended, the TVA Board of Directors through its designee the Chief Executive Officer ("CEO"), has approved the sale of a tract of land containing approximately 3.48 acres, located at 4200 Greenway Drive, in Knoxville, Knox County, Tennessee, specifically described in Exhibit B and shown on Exhibit C, both of which are attached hereto and made a part hereof, and identified in TVA land records as TVA Tract No. XKSF-5;

WHEREAS said land is improved with an approximately 39,600 square-foot mixed use building comprised of warehouse, industrial and office space (said land and improvements hereinafter collectively referred to as the "Property").

NOW, THEREFORE, notice is hereby given that TVA, as legal agent of the United States of America, will sell the Property via online public auction in accordance with the Terms of Public Auction contained in Exhibit A, which is attached hereto and made a part hereof.

The auction will be held online at www.targetauction.com from December 27, 2021 at 8:00 a.m. EST to December 30, 2021, with bidding closing on Thursday, December 30, 2021, at 1:00 p.m. EST.

The Property will be sold to the qualified bidder offering the highest bid in the form of certified cashier's check or wire transfer of immediately available funds.

In order to qualify to bid, TVA must receive from each prospective bidder no later than 11:59 p.m. EST on December 20, 2021, (1) \$150,000.00 earnest money deposit, and (2) a letter of intent to bid at the auction setting forth the bidder's legal entity name, address, phone number, and e-mail address. The letter of intent to bid must be sent by e-mail to realtyservices@tva.gov with a cc to gchadden@tva.gov. The deposit must be sent by wire transfer in accordance with the wiring instructions in Exhibit D which is attached hereto and made a part hereof. Prospective bidders who fail to qualify will be notified prior to the auction.

The Property will be conveyed by Special Warranty Deed subject to such terms and conditions, covenants, restrictions, reservations, exceptions, and/or limitations as are specifically set forth in said Exhibit A and as may be announced on the day of the auction.

Signed this 30th day of November, 2021.

TENNESSEE VALLEY AUTHORITY,
legal agent of the
UNITED STATES OF AMERICA



AARON B. NIX
Senior Manager
Realty Services

The Notice of Public Auction can be obtained from the TVA website at www.tva.com/information/sales-and-auctions. For further information regarding the sale and bid requirements, to inspect the Property, or to submit bid qualifications, contact: Greg C. Hadden, CCIM, 1101 Market Street, BR 4B, Chattanooga, Tennessee 37402-2801, Telephone: 423-313-3559. E-mail: gchadden@tva.gov.

**EXHIBIT A
TO
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TERMS OF PUBLIC AUCTION

In case of dispute, the decision of the auctioneer will govern. The Tennessee Valley Authority (sometimes hereinafter referred to as "TVA"), as legal agent of the United States of America (sometimes hereinafter collectively referred to as "Grantor"), reserves the right to terminate, cancel, and/or postpone the auction at any time and reserves the right to reject any and all bids.

In the absence of a dispute requiring the decision of the auctioneer, the sale is final and after the auction there will be no opportunity to raise the bid as permitted in court sales.

The minimum acceptable bid is \$1,015,000.00.

The Property will be sold to the highest qualified bidder.

The successful bidder (sometimes hereinafter referred to as "Purchaser" and sometimes hereinafter referred to as the "Grantee") will be required to sign an agreement of purchase and sale and to pay the balance of the purchase price within 24 hours of the close of the auction. Certified cashier's checks or electronic wire transfer funds are accepted. Within five (5) days of receipt of full payment of the purchase price, TVA will deliver to Purchaser a special warranty deed conveying the Property.

In the event the high bidder is unable to make the payment required hereunder, the second highest bidder's bid shall constitute a binding offer, which TVA may accept for up to 48 hours after the close of the auction or the Property may be re-auctioned, at TVA's sole option.

Fraudulent bidders may be subject to prosecution under applicable Federal statutes.

The acreage is believed to be correctly stated; however, the Property is not sold on an acreage basis and no warranty as to acreage is made.

The deed will contain special warranties of title. Title to the Property was examined by TVA prior to purchase and is believed to be good, but no further warranties or insurance will be furnished by TVA except for any covenants required under applicable law. The Property is sold "AS IS, WHERE IS" with no other representations or warranties of any kind except as required by applicable law.

TVA does not represent that the Property will be acceptable as security for loans of money or that it will not be rendered unacceptable as such security by reason of the deed provisions and restrictions applicable thereto. While TVA may have suggested or recommended in its advertising what it believes to be the highest and best use of the Property, it does not represent or warrant that the same is safe or suitable in any respect for such use except for any covenants provided by TVA under applicable law.

The Property was acquired by the United States of America by virtue of the Warranty Deed from La-Lite Block Corporation dated January 25, 1957, recorded in Deed Book 1037, page 409, in the office of the Register of Knox County, Tennessee (TVA Tract No. KSF-1) and the Warranty Deed from Edward L. Galyon and wife, Sara H. Galyon dated January 8, 1959, recorded in Deed Book 1098, page 45, in said Register's office (TVA Tract No. KSF-9).

**EXHIBIT A
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Grantor will grant the Purchaser an easement over the area shown as "50' Ingress/Egress Easement" on Exhibit C which lies within Lot 1R1 for the use and maintenance of a driveway, jointly with Grantor, the owner of Lot 1R1, and subsequent owners of Lot 1R1, Lot 2 and Lot 3 (Lot 2 and Lot 3 being shown on the plat recorded as Instrument Number 201702130050027 in the office of the Register of Knox County, Tennessee), for purposes of ingress and egress to the Property. The easement will be subject to all applicable terms and conditions described in the deed from Grantor to Mike Frazier, recorded as Instrument Number 202010080029381, in said Register's office, wherein such easement was reserved.

The Property will be conveyed subject to: 1) a permanent easement for a sewer line granted to Knoxville Utilities Board dated April 3, 2013, recorded as Instrument Number 201304240069804 (TVA Tract No XTKSF-1S); 2) a reservation by Edward L. Galyon and wife, Sara H. Galyon for themselves, and Jud Headrick and wife, Robbie Headrick, their heirs and assigns, of a road easement over, through, and across all of Parcel 2 of Tract KSF-9, as more fully described in the deeds recorded in Deed Book 1031, page 76 and Deed Book 1031, page 81; 3) matters shown on plat recorded as Instrument Number 202002260056820; 4) such rights as may be vested in the state, county, or adjoining owners in any public road running through the Property; 5) such rights as may be vested in third parties to rights-of-way for telephone, electric, or other utilities; 6) such rights of third parties as would be revealed by a physical inspection or survey of the Property; 7) such rights of third parties as would be revealed by an examination of the public records of Knox County, Tennessee; and 8) any known or unknown encroachments located on the Property.

The area labeled "50' Ingress/Egress Easement" on Exhibit C is intended to be used to access the properties designated as Lot 1R and Lot 1R1 on said Exhibit C as well as lands owned by Grantor identified as Lot 2 and Lot 3 on the plat recorded as Instrument Number 201702130050027 in the office of the Register of Knox County, Tennessee. Accordingly, Grantor will reserve a permanent easement over the portion of the Property lying within the area shown as "50' Ingress/Egress Easement" on said Exhibit C (hereinafter referred to as the "Driveway Easement") for the use and maintenance of a driveway for purposes of ingress to and egress from Grantor's adjoining lands and easements, including the right to install and maintain a gate with locks and security equipment along the existing southern fence or between the existing southern fence and the southern boundary, and utilities, which reserved easement may be partially assigned by Grantor, in Grantor's sole discretion, to a subsequent purchaser(s) of all or portions of Lot 1R, Lot 2, or Lot 3. Grantee shall be responsible for keeping the portion of the Property lying within the Driveway Easement clear from any vehicles, structures or other obstructions at all times, except as noted below. Should Grantor be unable to use the Driveway Easement due to an obstruction, Grantee upon notification from Grantor shall immediately remove the obstruction and if Grantee fails to timely remove such obstruction, Grantor shall have the right to remove it at Grantee's expense.

At the close of the sale, and upon TVA's request, Grantee shall grant a permanent easement to the owner of the property designated as Lot 1R1 on Exhibit C, such easement to be in the form of Exhibit E, which is attached hereto and made a part hereof.

Within 30 days of the close of the sale, at Grantee's election, Grantee shall either: 1) remove the existing motorized gate on the north side of the Driveway Easement; or 2) replace the existing motorized gate on the north side of the Driveway Easement with a motorized gate that utilizes a punch pad access control mechanism and includes a battery backup system, as detailed in proposal from LU Incorporated dated November 8, 2021, a copy of which has been provided to Grantee. In the event Grantee elects to replace the existing motorized gate on the north side of the Driveway Easement, Grantor will reimburse Grantee one-half of the cost of such modifications, up to a maximum reimbursement of \$5,000.00, upon completion of the modifications and submission to Grantor of an invoice for such costs consistent with Grantor's invoicing and payment process.

**EXHIBIT A
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For so long as Grantee desires to have a gate or gates across the northern end of the Driveway Easement, such gate or gates shall be a motorized gate that utilizes a punch pad access control mechanism and includes a battery backup system, and Grantee shall be solely responsible for ensuring that the gate or gates are maintained in good working order, issuing an access code to Grantor and the owner of Lot 1R1, and for supplying electric power to the gate or gates. If Grantee fails to comply with such requirements, Grantor may remove any gate or gates at Grantee's expense.

Grantee shall be solely responsible to professionally repair and maintain the driveway on the portion of the Driveway Easement on the Property in good operating condition comparable to the existing condition of the driveway. In the event Grantee fails to professionally repair and maintain the driveway on the portion of the Driveway Easement on the Property in good operating condition, Grantor may undertake such repair and maintenance at Grantee's expense.

Grantor will reserve an easement to install and maintain utilities within the existing conduit, and to install additional conduit and/or utilities extending from the substation located near the southwest corner of the Property to the southern boundary of the Property for so long as Grantor needs use of such conduit to provide service to Lot 2 and Lot 3. The easement will remain in effect until or unless Grantor formally abandons such rights.

Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the UNITED STATES OF AMERICA gives notice that no reportable quantity of hazardous substances have been released or disposed of or stored for one year or more on the Property.

Grantee, by acceptance of the Special Warranty Deed, will covenant and agree on behalf of itself and its successors and assigns that the following shall constitute real covenants which shall attach to and run with the land and shall be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

- (a) Grantee shall control or cause to be controlled all emissions of pollutants that might be discharged or released directly or indirectly into the atmosphere, into any stream, lake, reservoir, watercourse, or surface or subterranean waters, or into or on the ground from any part of the Property, in full compliance with all applicable standards relating to pollution control of any kind now in effect or hereafter established by or pursuant to Federal, state, or local statutes, ordinances, codes, or regulations.
- (b) Grantee shall conduct all land-disturbing activities on the Property in accordance with best management practices to control erosion and sedimentation so as to prevent adverse impacts on water quality and related aquatic interests in order to meet the requirements of Section 208 of the Clean Water Act and implementing regulations.
- (c) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on or before the date of this conveyance.

1) This covenant shall not apply:

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- (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
 - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successors or assigns, or any party in possession and where after such discovery, Grantee, its successors or assigns, or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
- 2) In the event Grantee, its successors or assigns, seeks to have Grantor conduct any additional response action, and as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide Grantor at least 45 days' written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.
- (d) Access. Grantor reserves a right of access to all portions of the Property in any case in which remedial action or corrective action is found by an authority having jurisdiction to be necessary for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the UNITED STATES OF AMERICA, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**EXHIBIT A
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- (e) Any other terms, conditions, and or requirements TVA finds necessary to protect its statutory obligations, program requirements, and other interests.

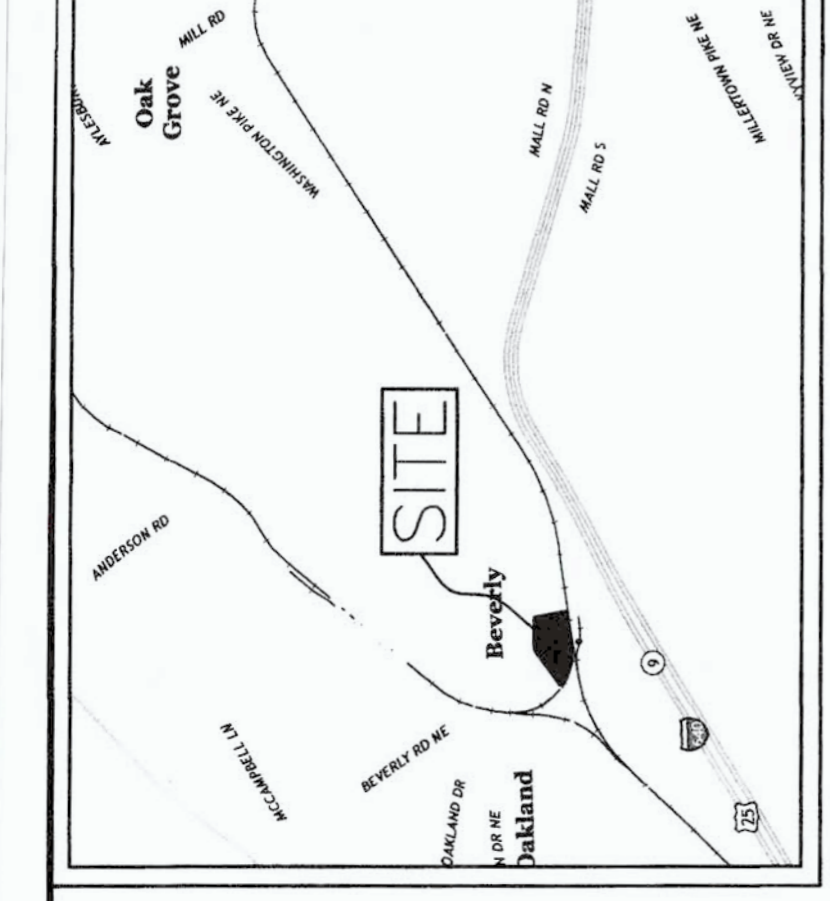
No other warranties either express or implied are given with regard to the condition of the Property including, without limitation, the indoor air quality or whether the Property is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after its tender.

**EXHIBIT B
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**KNOXVILLE, TENNESSEE
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Lot 1R as shown on plat recorded as Instrument Number 202002260056820, in the office of the Register of Knox County, Tennessee, together with such appurtenant right, title, and interest in that portion of Greenway Drive abutting the Property as may attach to the title thereof.

Exhibit C to Notice of Sale TVA Tract No. KXSF-5

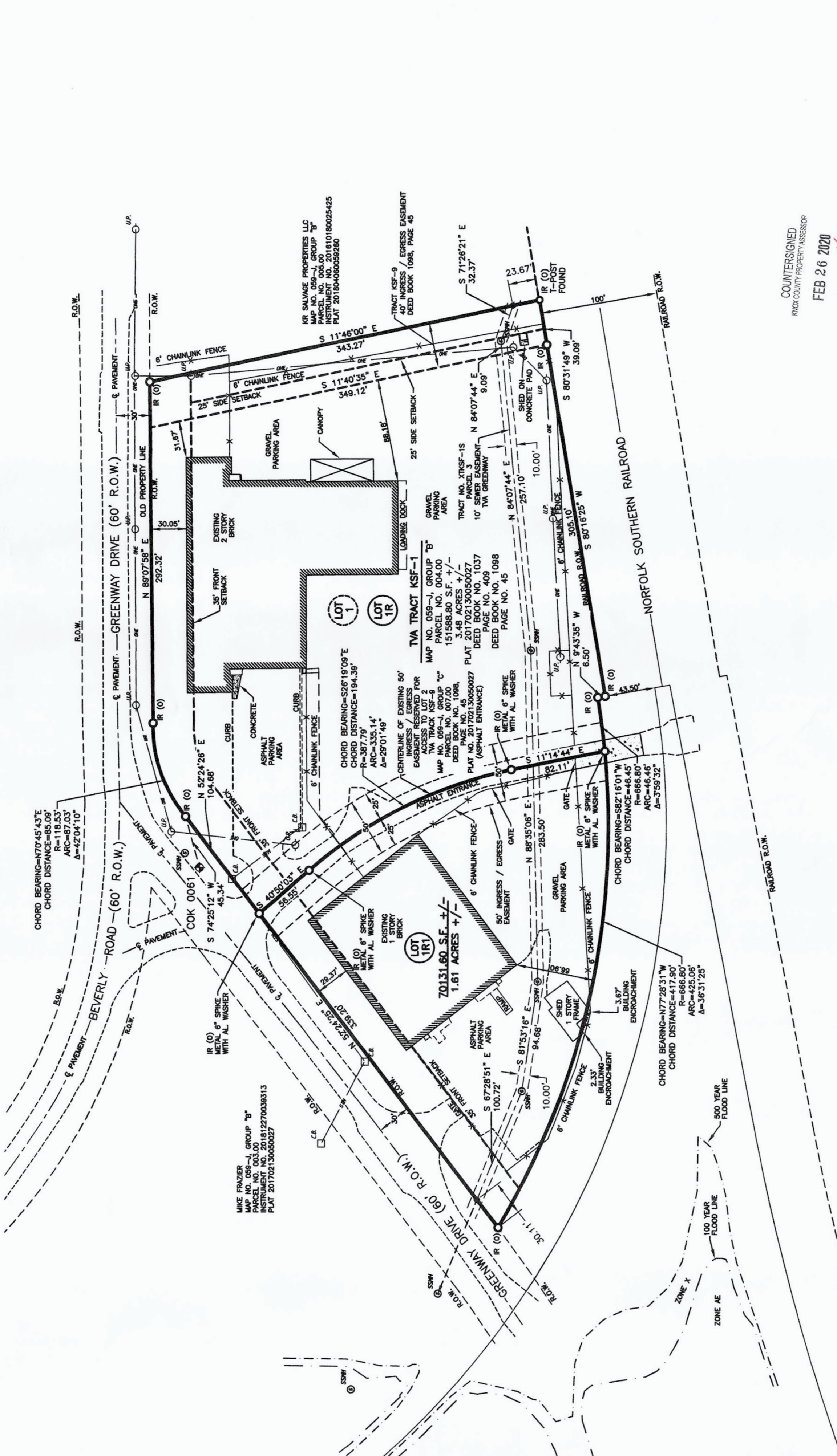


NORTH BASED ON Tennessee State Plane Grid (2011)
Distances shown not reduced to grid



TNA COORDINATES SURVEY CONTROL STATION NO. 0001 N=624,631.424 E=2,580,118.360	TNA COORDINATES SURVEY CONTROL STATION NO. 0002 N=624,632.630 E=2,580,133.480
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GRID NORTH OF THE TENNESSEE (2011)
BASED ON A BEARING OF N 89° 58' E
AND A DISTANCE OF 1,437.81 FEET TO
SURVEY CONTROL STATION NO. 0001 TO
STATION NO. 0002
(COORDINATES LISTED HEREON ARE TENNESSEE
GRID COORDINATES)



**FINAL PLAT OF:
TVA MAINTENANCE FACILITY
RESUBDIVISION OF LOT 1
KNOXVILLE, TENNESSEE**

KNOX COUNTY, TENNESSEE
WARD 33, CITY BLOCK 33132, LOT 1R AND LOT 1RI
SEVENTH CIVIL DISTRICT, KNOXVILLE, KNOX COUNTY, TENNESSEE

1-S-20

TVA
OWNER: TNA HOLDINGS CORP.
KNOXVILLE, TN 37918
CONTACT: PH: 423-731-3200

V&M
Vaughan & McIron
Consulting Engineers, Inc.
1030 ALBANY AVENUE
KNOXVILLE, TN 37918
665-546-5800
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LAND ACQUISITION (GID) DOC STATUS DOC TYPE EASTING

ACTIVE

NOTES:

- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LOT-1 AS SHOWN.
- THIS IS AN ABOVE GROUND SURVEY.
- THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- BASES OF BEARING: TENNESSEE STATE PLANE GRID (NO. 1983 (2011)).
- TOTAL AREA OF 2 LOTS = 6.09 ACRES;
LOT 1R AREA: 151588.80 S.F. +/- 3.48 ACRES +/-;
LOT 1RI AREA: 70131.60 S.F. +/- 1.61 ACRES +/-.
- FLOOD ZONE CERTIFICATION: BY ORNATHICAL PLOTTING ONLY. THIS PARCEL IS NOT IN A FLOOD ZONE. SEE FIRM COMMUNITY - MAP NUMBER 470930114F, DATED MAY 2, 2007 AND MAP NUMBER 470930142F, DATED MAY 2, 2007.
- ZONING: I-G (GENERAL INDUSTRIAL DISTRICT)
- STREETS:
PER REQUIRED ZONING
- LOCATION OF ALL UNDERGROUND UTILITIES SHOWN HEREON SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF VISIBLE STRUCTURES SUCH AS CATCH BASINS, MANHOLES, VALVES, ETC. AND COMPLYING INFORMATION FROM UTILITY COMPANIES. THE INSTALLATION OF UNDERGROUND EXCAVATION WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF TENNESSEE ONE CALL SYSTEM, INC. AT 1-800-351-1111.
- IRON RODS WITH CAPS SET AT ALL CORNERS NOT RECOVERED, UNLESS OTHER MONUMENTATION IS NOTED ON THE DRAWING.
- TAX MAP 0581, GROUP B, PARCEL 004.00.
- FOR EASEMENT INFORMATION, SEE DEED BOOK NO. 1068, PAGE NO. 115; DEED BOOK NO. 1068, PAGE NO. 45; DEED BOOK NO. 1042, PAGE NO. 107; AND DEED BOOK NO. 0042, PAGE NO. 107, REGISTERED IN THE OFFICE OF KNOX COUNTY, KNOXVILLE, TENNESSEE.
- THE PARCEL DEPICTED BY THIS PLAT IS ALSO KNOWN AS PARCEL NO. 409 IN THE REGISTER'S OFFICE OF KNOX COUNTY, KNOXVILLE, TENNESSEE.
- 5' UTILITY AND DRAINAGE EASEMENT ALONG ALL INTERIOR LOT LINES, 10' UTILITY AND DRAINAGE EASEMENT ALONG ALL EXTERIOR LOT LINES AND ROADS EXCEPT AS MODIFIED BY THE SUBDIVISION VARIANCE.
- THE APPROVAL OF THIS PLAT DOES NOT INCREASE ANY NON-COMFORMITIES FOR THE EXISTING STRUCTURES ON NON-COMFORMING STATUS OF THE EXISTING STRUCTURES. DOCUMENTATION AS TO THE LEGAL STATUS OF THE EXISTING STRUCTURES SHALL BE PROVIDED AT THE TIME OF ANY PERMIT APPLICATIONS OR OTHER DEVELOPMENT APPROVALS.
- THIS SURVEY INDICATES ONE OR MORE PROPERTY BOUNDARY ENCROACHMENTS. IT HAS NOT BEEN ADDRESSED BY PLAT REVIEWING AGENCIES. OWNERS ARE RESPONSIBLE FOR RESOLVING PROPERTY BOUNDARY CONFLICTS.

ZONING
THE ZONING DISTRICT(S) IN WHICH THE LAND BEING SUBDIVIDED IS LOCATED SHALL BE INDICATED AS SHOWN ON THE ZONING MAP BY THE PLANNING COMMISSION AS FOLLOWS:
ZONING SHOWN ON OFFICIAL MAP: I-G

DATE: 2/26/2020
BY: [Signature]

CERTIFICATION OF FINAL PLAT - ALL INDICATED MARKERS, MONUMENTS AND BENCHMARKS SET. I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAT AND ACCOMPANYING RECORDING INSTRUMENTS COMPLY WITH THE REQUIREMENTS OF THE KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN SPECIFICALLY NOTED ON THIS PLAT AND ACCOMPANYING RECORDING INSTRUMENTS. THIS PLAT AND ACCOMPANYING RECORDING INSTRUMENTS HAVE BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE KNOX COUNTY REGISTER OF DEEDS, PURSUANT TO SECTION 26.02(b), CHAPTER 26, PART 02, PUBLIC CHAPTER 1983, TENNESSEE CODE ANNOTATED. BENCHMARKS AND PROPERTY MONUMENTS WERE IN PLACE ON THE DAY OF EXECUTION, 2020.

REGISTERED LAND SURVEYOR: [Signature]
TENNESSEE LICENSE NO. 2467
DATE: 2-26-20

CERTIFICATION OF APPROVAL OF PUBLIC SANITARY SEWER SYSTEM - MINOR SUBDIVISIONS
THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF PUBLIC SANITARY SEWERS AND TREATMENT FACILITIES, AND THAT SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO VERIFY WITH THE UTILITY PROVIDER THE LOCATION OF EXISTING SANITARY SEWER LINES AND TO PAY FOR THE INSTALLATION OF THE REQUIRED CONNECTIONS.

UTILITY PROVIDER: [Signature] DATE: 2/6/2020
AUTHORIZED SIGNATURE FOR UTILITY

CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM - MINOR SUBDIVISIONS
THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF PUBLIC WATER SYSTEMS AND SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO VERIFY WITH THE UTILITY PROVIDER THE LOCATION OF EXISTING WATER LINES AND TO PAY FOR THE INSTALLATION OF THE REQUIRED CONNECTIONS.

UTILITY PROVIDER: [Signature] DATE: 2/6/2020
AUTHORIZED SIGNATURE FOR UTILITY

ADDRESSING DEPARTMENT CERTIFICATION
I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SUBDIVISION NAME AND ALL STREET NAMES CONFORM TO THE KNOXVILLE/KNOX COUNTY STREET NAMING AND ADDRESSING ORDINANCE, THE ADMINISTRATIVE RULES OF THE PLANNING COMMISSION, AND THESE REGULATIONS.
SIGNED: [Signature] DATE: 2-26-2020

CERTIFICATION BY THE KNOXVILLE DEPARTMENT OF ENGINEERING
ALL FINAL PLATS WITHIN THE CITY OF KNOXVILLE SHALL BE CERTIFIED BY THE KNOXVILLE DEPARTMENT OF ENGINEERING PRIOR TO FINAL RECORDING IN THE PLANNING COMMISSION AND SHALL BE INCLUDED ON THE PLAT AS FOLLOWS:
CITY OF KNOXVILLE DEPARTMENT OF ENGINEERING HEREBY APPROVES THIS PLAT ON THIS 26th DAY OF February, 2020.
SIGNED: [Signature] ENGINEERING DIRECTOR

PLANNING STAFF CERTIFICATION OF APPROVAL FOR RECORDING - FINAL PLAT
THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KNOXVILLE AND KNOX COUNTY AND WITH THE REQUIREMENTS OF THE KNOX COUNTY REGISTER OF DEEDS, PURSUANT TO SECTION 26.02(b), CHAPTER 26, PART 02, PUBLIC CHAPTER 1983, TENNESSEE CODE ANNOTATED. THE PLANNING COMMISSION SHALL NOT BE DEEMED TO CONSTITUTE OR EFFECT ACCEPTANCE BY THE CITY OF KNOXVILLE OR KNOX COUNTY OF THE DEDICATION OF ANY STREET OR OTHER GROUND UPON THE PLAT.

SIGNED: [Signature]
DATE: 2/26/2020

METROPOLITAN PLANNING COMMISSION
VARIANCE GRANTED JANUARY 12, 2017
67-40 VARIANCE GRANTED TO REDUCE THE STANDARD DRAINAGE AND UTILITY EASEMENT FROM 10' TO 0' UNDER THE EXISTING BUILDING ON THE REAR PROPERTY LINE OF LOT 1.

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION
(WE) UNDERSIGNED OWNERS OF THE PROPERTY SHOWN HEREON, HEREBY CERTIFY THAT WE HAVE ADOPTED THIS AS (AN OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I, WE AND) THE OWNERS (IN THE SIMPLE OF THE PROPERTY, OR AS TRUSTEES) HAVE BEEN ADVISED OF THE RIGHTS AND OBLIGATIONS OF A DEDICATION OF RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.
SIGNATURE: [Signature] DATE: 2/26/2020
STATE OF TN COUNTY OF Knox
NOTARY CERTIFICATION STAMP
ON THIS 26th DAY OF February, 2020
BEFORE ME PERSONALLY APPEARED [Signature] WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT (HE, SHE, THEY) EXECUTED THE SAME AS (HS, HER, THEIR) FREE ACT AND DEED.
WITNESS MY HAND AND NOTARIAL SEAL, THIS DAY AND YEAR ABOVE.
SIGNATURE: [Signature] MY COMMISSION EXPIRES 12-31-2022

TAXES AND ASSESSMENTS
THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.
CITY TAX CLERK: [Signature] DATE: 2/26/2020
KNOX COUNTY TRUSTEE: [Signature] DATE: 2/26/2020

CERTIFICATION OF CATEGORY AND ACCURACY OF SURVEY
I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN THAT SPECIFIED IN THE KNOX COUNTY REGISTER OF DEEDS. THIS SURVEY WAS PREPARED IN COMPLIANCE WITH THE CURRENT EDITION OF THE RULES OF THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS - STANDARDS OF PRACTICE.
RYAN M. HEALEY TN RLS NO. 2789

OWNER CERTIFICATION FOR PUBLIC SEWER AND WATER SERVICE
(I, WE) THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREON UNDERSTAND THAT IT IS OUR RESPONSIBILITY TO VERIFY WITH THE UTILITY PROVIDER THE AVAILABILITY OF PUBLIC SEWER AND WATER SYSTEMS IN THE AREA AND TO PAY FOR THE INSTALLATION OF THE REQUIRED CONNECTIONS.
OWNER(S) PRINTED NAME: [Signature]
SIGNATURE(S): [Signature] DATE: 2/26/20

LEGEND

- EXISTING EDGE OF PAVEMENT
- EXISTING CURB
- EXISTING PROPERTY LINE
- EXISTING BUILDING
- EXISTING OVERHEAD ELECTRIC
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- 100 YEAR FLOOD LINE
- 500 YEAR FLOOD LINE
- EXISTING CATCH BASIN
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING UTILITY POLE
- IRON ROD FOUND UNLESS NOTED OTHERWISE
- UNMONUMENTED POINT

KNOX COUNTY REGISTER OF DEEDS
KNOXVILLE, TENNESSEE
JESSICA SCHULTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 08/22/2024

KNOX COUNTY REGISTER OF DEEDS
KNOXVILLE, TENNESSEE
RYAN M. HEALEY
REGISTERED LAND SURVEYOR
MY COMMISSION NO. 2789

NOTICE
THE REGISTERED LAND SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE KNOX COUNTY REGISTER OF DEEDS, PURSUANT TO SECTION 26.02(b), CHAPTER 26, PART 02, PUBLIC CHAPTER 1983, TENNESSEE CODE ANNOTATED.

TVA MAINTENANCE FACILITY
RESUBDIVISION OF LOT 1
KNOXVILLE, TENNESSEE

KNOX COUNTY, TENNESSEE
WARD 33, CITY BLOCK 33132, LOT 1R AND LOT 1RI
SEVENTH CIVIL DISTRICT, KNOXVILLE, KNOX COUNTY, TENNESSEE

1-S-20

Barcode: 202002260056820
Knox County, TN Page 1 of 1
RECORD FEE: \$27.00 1-20200889744
11/11/2020 11:55:11 AM

EXHIBIT D

Wire Instructions

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The wire instructions will be provided to the bidders.**

Exhibit E to Notice of Public Auction
TVA Tract No. XKSF-5

Prepared by:

, Attorney
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
1-888-817-5201

GRANT OF ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of _____ DOLLARS (\$ _____), cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned,

(Grantor)

have this day bargained and sold and by these presents do hereby grant, bargain, sell, transfer, and convey unto MIKE FRAZIER ("Grantee") a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time and use, maintain, repair, and rebuild an access road with all necessary appurtenances, together with the right to use said road jointly with the owners of Lot 1R as shown on the plat recorded as Instrument Number 202002260056820 and the owners of Lot 2 and Lot 3 as shown on plat recorded as Instrument Number 201702130050027, both in the office of the Register of Knox County, Tennessee ; all over, upon, across, and under the portion of the area labeled "50' Ingress/Egress Easement" that is located within Lot 1R as shown on the said plat recorded as Instrument Number 202002260056820.

The previous and last conveyance of this property is deed of record in Deed Book (Book #), page (page #), in the office of the Register of Knox County, Tennessee.

This easement is conveyed subject to any reservations, conditions, and covenants in the above referenced deed and matters shown on the above referenced plats.

TO HAVE AND TO HOLD the said easement and right-of-way unto Grantee and his heirs, successors, and assigns forever.

We covenant with Grantee that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Wherever the context hereof requires, the plural number as used herein shall be read as singular.

IN WITNESS WHEREOF, we have hereunto subscribed our names this _____ day of _____, _____.

By: _____
(Grantor)

STATE OF _____)
) SS
COUNTY OF _____)

Before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that such person(s) executed and delivered the same as such person's free act and deed on the day and year therein mentioned.

Witness my hand and official seal this the _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____

The name and address of the owner of the aforescribed easement are:

EASEMENT OWNER: Mike Frazier
200 East Magnolia Avenue
Knoxville, Tennessee 37917

The name(s) and address of the legal owner(s) are:

OWNER(S): (Grantor) (See Instrument No.)

Tax Parcel: 059J B 004.00